

AG Contract No KR03-1695TRN
ADOT ECS File No JPA 03-109
TRACS No H X13702C
Section: SR 77 at Jct. SR 277
Traffic Signal
BUDGET SOURCE ITEM No.: 72804X

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SNOWFLAKE

THIS AGREEMENT is entered into 12th February, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SNOWFLAKE, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.
3. The State and the Town are in mutual agreement to construct a new warranted traffic signal at the intersection of State Route (SR) 77 MP 360 72 and Junction SR 277 MP 336 5 hereinafter referred to as the "Project". The parties hereto agree that the State will design, construct, maintain and be responsible for 100% of the Cost. The Town will be responsible for the electrical energy to operate the signal.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26651
Filed with the Secretary of State
Date Filed: 02/12/2004

Jenice K. Brewer
Secretary of State

By: Darryl D. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Prepare design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town's review comments.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, for delays or whatever reason, attributable to the State.

c. Be responsible for 100% of the cost of the Project.

d. Upon completion, approve and accept the traffic signal as complete upon behalf of the parties hereto, provide maintenance to the signal at the State's expense.

2. The Town will:

a. Review the design documents and provide comments

b. Upon completion and acceptance of the traffic signal as complete upon behalf of the parties hereto, be responsible for the cost of providing electrical power to operate the signal, all at Town expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Town of Snowflake
Town Manager
81 W 1st South
Snowflake, AZ 85937

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SNOWFLAKE

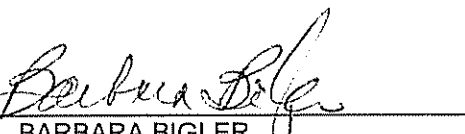
STATE OF ARIZONA

Department of Transportation

By 
JOHN B. STEWART
Mayor

By 
MICHAEL P. MANTHEY P.E.
State Traffic Engineer

ATTEST

By 
BARBARA BIGLER
Town Clerk

RESOLUTION NO. 04-440

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA- DEPARTMENT OF TRANSPORTATION THROUGH THE INTERMODAL TRANSPORTATION DIVISION FOR THE PURPOSE OF CONSTRUCTING A NEW WARRANTED TRAFFIC SIGNAL AT THE INTERSECTION OF STATE ROUTE (SR)77 MP 360.72 AND JUNCTION SR 277 MP 336.5

WHEREAS, the Town of Snowflake and the State of Arizona has seen the need to warrant a traffic signal at the intersection of SR 77 & SR 277 and have entered into this agreement and has delegated to the undersigned the authority to execute this agreement; and


WHEREAS, the State of Arizona and the Town of Snowflake are in mutual agreement to construct a new warranted traffic signal at the intersection of State Route (SR) 77 MP 360.72 and Junction SR 277 MP 336.5. The parties hereto agree that the State will design, construct, maintain and be responsible for 100% of the cost and that the Town of Snowflake will be responsible for the electrical energy to operate the signal.

THEREFORE, LET IT BE RESOLVED by the Mayor and Town Council of the Town of Snowflake, Arizona that the conditions and terms of the "Intergovernmental Agreement" between the State of Arizona and the Town of Snowflake have therefore been accepted.

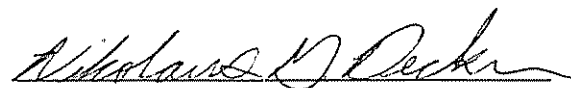
PASSED & ADOPTED BY THE MAYOR AND TOWN COUNCIL OF SNOWFLAKE, NAVAJO COUNTY, ARIZONA on this 13th day of January 2004


John B. Stewart
Mayor

ATTEST:


Barbara Bigler
Town Clerk

APPROVED AS TO FORM:


Nikolaus G. Decker
Town Attorney

APPROVAL OF THE TOWN OF SNOWFLAKE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF SNOWFLAKE, an agreement among public agencies which, has been reviewed pursuant to A R S section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of January, 2008 ^{4/12/08}

Nikolaus D. Deeken

City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1695TRN (**JPA 03-109**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 6, 2004.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
829368